☐ **AMENDED**

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TENNESSEE

In re: **Brandarle Smith**	**Case No.**
Debtors:	**Chapter 13**

CHAPTER 13 PLAN

ADDRESS: (1) 5510 Shakespeare Dr #206   (2) _____
Memphis, TN 38125

PLAN PAYMENT:

Debtor(1) shall pay $ 85.00   (☑ weekly, ☐ every two weeks, ☐ semi-monthly, or ☐ monthly, by:
☑ **PAYROLL DEDUCTION** From: **Remx 5425 E. Raines Road, Suite 11**   **OR ( ) DIRECT PAY**
Memphis, TN 38115

Debtor(2) shall pay $ _____ (☐ weekly, ☐ every two weeks, ☐ semi-monthly, or ☐ monthly, by:
☐ **PAYROLL DEDUCTION** From: _____ **OR (   ) DIRECT PAY**

1. THIS PLAN [Rule 3015.1 Notice]:

(A) **CONTAINS A NON-STANDARD PROVISION. [See plan provision #19]** ☑ **YES**   ☐ **NO**
(B) **LIMITS THE AMOUNT OF A SECURED CLAIM BASED ON A VALUATION** ☑ **YES**   ☐ **NO**
    OF THE COLLATERAL FOR THE CLAIM. [See plan provisions #7 and #8]
(C) **AVOIDS A SECURITY INTEREST OR LIEN. [See plan provision #12].** ☐ **YES**   ☑ **NO**

2. ADMINISTRATIVE EXPENSES: Pay filing fee and Debtor(s)' attorney fee pursuant to Confirmation Order.

3. AUTO INSURANCE: ☐ Included in Plan; **OR** ☑ Not included in Plan; Debtor(s) to provide proof of insurance at §341meeting.

4. DOMESTIC SUPPORT: Monthly Plan Payment:

None _____   Paid by: ☐ Debtor(s) directly ☐ Wage Assignment, **OR** ☐ Trustee to:
                              ongoing payment begins _____ $ _____
                              Approximate arrearage: _____

5. PRIORITY CLAIMS:

-NONE- _____   Amount _____ $ _____

6. HOME MORTGAGE CLAIMS: ☐ Paid directly by Debtor(s); **OR** ☐ Paid by Trustee to:

None _____   ongoing payment begins _____ $ _____
                             Approximate arrearage: _____   Interest _____ $ _____

7. SECURED CLAIMS:

[Retain lien 11 U.S.C. §1325 (a)(5)]	Value of Collateral:	Rate of Interest	Monthly Plan Payment:
			$

8. SECURED AUTOMOBILE CLAIMS FOR DEBT INCURRED WITHIN 910 DAYS OF FILING, AND OTHER
   SECURED CLAIMS FOR DEBT INCURRED WITHIN ONE YEAR OF FILING:

[Retain lien 11 U.S.C. §1325 (a)]	Value of Collateral:	Rate of Interest	Monthly Plan Payment:
-NONE-			$

9. SECURED CLAIMS FOR WHICH COLLATERAL WILL BE SURRENDERED; STAY IS TERMINATED UPON CONFIRMATION FOR FOR THE LIMITED PURPOSE OF GAINING POSSESSION AND COMMERCIALLY REASONABLE DISPOSAL OF COLLATERAL:

-NONE-   Collateral: _____

10. SPECIAL CLASS UNSECURED CLAIMS:

	Amount:	Rate of Interest	Monthly Plan Payment:
Appliance Warehouse-Class I	**120.00**	**0.00**	$ 5.00
Ashland Lakes Apartments-Class I	**2,000.00**	**0.00**	$34.**00**
I Finance (2012 Nissan Altima)-Class I	**700.00**	**0.00**	$12.00

11. STUDENT LOAN CLAIMS AND OTHER LONG TERM CLAIMS:

US Dept of Education _____   ☐   Not provided for   **OR** ☑   General unsecured creditor

12. THE JUDICIAL LIENS OR NON-POSSESSORY, NON-PURCHASE MONEY SECURITY INTEREST(S) HELD BY THE FOLLOWING CREDITORS ARE AVOIDED TO THE EXTENT ALLOWABLE PURSUANT TO 11 U.S.C.§522(f):

-NONE-

13. ABSENT A SPECIFIC COURT ORDER OTHERWISE, ALL TIMELY FILED CLAIMS, OTHER THAN THOSE SPECIFICALLY PROVIDED FOR ABOVE, SHALL BE PAID AS GENERAL UNSECURED CLAIMS.

14. ESTIMATED TOTAL GENERAL UNSECURED CLAIMS: $61,196.00

15. THE PERCENTAGE TO BE PAID WITH RESPECT TO NON-PRIORITY, GENERAL UNSECURED CLAIMS IS:

☐   _____ **%, OR,**
☑   **THE TRUSTEE SHALL DETERMINE THE PERCENTAGE TO BE PAID AFTER THE PASSING OF THE FINAL BAR DATE.**

16. THIS PLAN ASSUMES OR REJECTS EXECUTORY CONTRACTS:

Appliance Warehouse   ☑   Assumes **OR** ☐   Rejects.

Ashland Lake Apartments   ☑   Assumes **OR** ☐   Rejects.

I Finance   ☑   Assumes **OR** ☐   Rejects.

17. COMPLETION: Plan shall be completed upon payment of the above, approximately **60** months.

18. FAILURE TO TIMELY FILE A WRITTEN OBJECTION TO CONFIRMATION SHALL BE DEEMED ACCEPTANCE OF PLAN.

19. NON-STANDARD PROVISION(S):

Absent the original contract as proof, all collateralized claims for the purpose of provisions 7 & 8, are presumed to have exceeded the time limits set forth in 11 U.S.C. 1325(a)(9) hanging paragraph will be treated as a value claim

ANY NON-STANDARD PROVISION STATED ELSEWHERE IS VOID.

20. CERTIFICATION: THIS PLAN CONTAINS NO NON-STANDARD PROVISIONS EXCEPT THOSE STATED IN PROVISION 19.

/s/ Darrell L. Castle _____   Date **June 12, 2019** _____ .
Darrell L. Castle

Debtor(s)' Attorney Signature or Pro Se Debtor(s)' Signature(s)